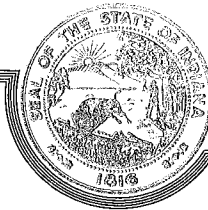


STATE OF INDIANA

DIVISION OF STATE COURT ADMINISTRATION



SUPREME COURT

RANDALL T. SHEPARD, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR
DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

30 SOUTH MERIDIAN STREET SUITE 500
INDIANAPOLIS, IN 46204-3568
(317) 232-2542
FAX (317) 233-6586
www.IN.gov/judiciary

April 3, 2008

Amy Johnson
Application Specialist
NASA Corporation
3305 South IL Rte 31
Crystal Lake, IL 60012

Dear Ms. Johnson:

Your request to obtain bulk distribution of data from Indiana trial courts has been approved by the Division of State Court Administration pursuant to Administrative Rule 9 (F), subject to the terms of the User Agreement for Bulk Distribution of Data. At this time, the Division has only approved the release of bulk records that are otherwise available to the public.

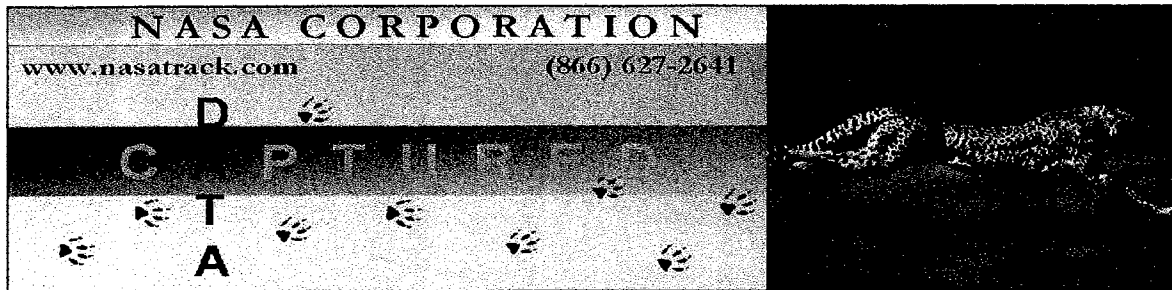
An executed copy of your user agreement is enclosed. This agreement will expire on January 31, 2009. Also enclosed is a distribution receipt form that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records. If you have any questions, please contact staff attorney Kristin Donnelly-Miller of our office or me.

Sincerely,

A handwritten signature in black ink that reads "James R. Walker". The signature is fluid and cursive.

James R. Walker
Director of Trial Court Management

Enclosure



February 4, 2008

Indiana Supreme Court
Division of State Court Administration
Attn: James R Walker
30 South Meridian Street; Suite 500
Indianapolis, IN 46204-3568

Dear Mr Walker,

Here is our User Agreement for Bulk Distribution, as well as the agreements for Noble and Hendricks Counties and Doxpop, LLC. The other counties that I am requesting approval on are sites that the contract is either in the works or is about to be, so if I didn't handle this correctly, please let me know and I will do what is necessary to get the appropriate approval at the time.

Please let me know if you need anything else.

Thank you and take care

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy Johnson', followed by a long horizontal line.

Amy Johnson
Application Specialist
NASA Corporation

Enclosure

Request for Bulk Data/Compiled Information

STATE OF INDIANA
IN THE _____ COURT
CASE NUMBER _____

REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION (NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Pursuant to Administrative Rule 9(F)(3) this request for release of bulk data/compiled information that does not contain information excluded from public access pursuant to Administrative Rule 9(G) or (H) is submitted:

I. Identity of Applicant: NATIONAL ASSOCIATION OF SYSTEM
Address: ADMINISTRATORS CORPORATION
3305 S IL RTE 31 (NASA CORP)
Telephone: CRUSTAL LAKE, IL 60012
815-455-5140
E-Mail amy-johnson@nasasupport.com

II. Identification of Bulk Data/Compiled Information sought:

(specify and describe the records sought and the compiler or location)

ALL INFORMATION THAT IS TO BE CONSIDERED PUBLIC ACCESS

III. Identification of Court(s) Exercising Jurisdiction Over the Records:

(List the Court(s))

LAPORTE, NOBLE, KOSCIUSKO, STEUBEN, HENDRICKS, RIPLEY,
CLARK COUNTY'S & PLAINFIELD TOWN COURT &

IV. Purpose for Request: Is release consistent with the purposes of Administrative Rule 9? Are resources available to prepare the information? Is fulfilling the request an appropriate use of public resources?

(Set forth reason)

* CURRENT LIVESITES INCLUDE HENDRICKS & NOBLE.
THE REST ARE IN CONTRACT PROCESS

TO DISPLAY AS PUBLIC ACCESS ON THE INTERNET

V. Attach a copy of each permission from a Court or County to obtain bulk distribution of Data or Compiled Information that has already been issued.

ATTACH 1 & 2

VI. Attach a copy of each Agreement Applicant has entered into with each Court or County listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information. ATTACH 3 & 4

REST ~~TO~~ BE CURRENT LIVE HENDRICKS & NOBLE, IN FUTURE MONTHS

VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to applicant by each Court and county listed in Section III.

NIGHTLY

VIII. Describe the resources available to prepare the information.

BATCH JOB OF GACH SITE UPLOADS TO NASA'S WEB SERVER

IX. Describe how fulfilling the request is an appropriate use of public resources.

THE PUBLIC APPROPRIATE THE FREE PUBLIC ACCESS OF COURT CASES BASICALLY 24/7.

X. Applicant is (is not) willing to pay the reasonable cost of responding to this request. If not, why?

YES

XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?

~~NO~~ YES

XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:

A. the name of the third party or parties; DOXPOF

B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data; \$2,000 1ST 4R 1,000 4R 2-5 PER COUNTY

C. the frequency with which charges will be incurred; and, ANNUALLY

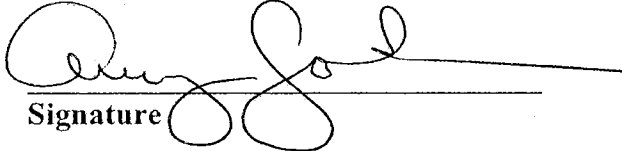
D. the frequency of the transfer of data and information to the third party

KOSC - 2 TIMES A DAY, ELAPORTE/RIPLES ONCE DAILY

E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.

ATTACH 5

By signing this request, I represent that I am authorized to do so on behalf of Applicant.


Signature

Amy JOHNSON
Printed Name

APPLICATION SPECIALIST
Title

2/4/08
Date



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Supreme Court through its Division of State Court Administration ("Division") and NASA Corp. ("Requesting Party") hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

Recitals

- A. Pursuant to Rule 9(F)(2), the Division is responsible for approving all requests for bulk distribution of Data or Compiled Information by Indiana Courts.
- B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.
- E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a county simply by the approval of this user agreement by the Division.
- F. The Requesting Party will be required to pay reasonable costs incurred by the Division or by the responding Court/Clerk in responding to the request for bulk distribution.
- G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
 - A. "Administrative Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of

Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

- B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
 - C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form if possible, as is, and without modification or compilation.
 - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
 - E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
 - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.
 - G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
 - H. "Court Records" means both Case Records and Administrative Records.
 - I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.
 - J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.
 - K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).
 - L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to counties shall be made.
2. **Grant.** Subject to permission from the counties or Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such counties or Courts the Court Records specifically identified below for the Requesting Party's use in accordance with the terms and conditions contained herein.

Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any county or Court to provide Court Records to the requesting Party. Pursuant to Administrative Rule 9(F), the counties or Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Counties and Courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for providing the Court Records to the Requesting Party.

A. Court Records sought:

ALL PUBLIC ACCESS CCS RECORDS

B. Requested Counties: HEMLOCK, NOBLE (LIVE)

KOSCIUSKO, LAPOINTE, STUBEN, CLARK, RIPLEY & PLAINFIELD
TOWN COURT

3. **Rights and Interests.** All rights, title and interests in and to the Court Records including all intellectual property rights therein shall remain with the counties or Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records provided to the Requesting Party as a result of this Agreement. All rights, title and interests in materials created by or for Requesting Party for use in connection with the Court Records including all intellectual property rights therein shall be owned by the Division and the Requesting Party hereby assigns such rights, title and interests to the Division. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3. (FUTURE)
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.
5. **Restrictions on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.
- B. **Resale of Data.** Except as set forth in Section 6, the Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case

Record as part of a service provided by Requesting Party. The Requesting Party shall not reconfigure the Court Records for subsequent bulk distributions.

- C. **Policies for dissemination of Data.** The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the County Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.
6. **Bulk Transfer to Third Parties.** If the Requesting Party has submitted a request to transfer bulk Data or Compiled Information to third parties as part of the Request attached hereto as Exhibit C and such request has been approved by the Division as part of the Approval Letter attached hereto as Exhibit D, then the Requesting Party may transfer the bulk Data and Compiled Information it is authorized to receive under this Agreement to such third party subject to the terms of this Agreement. The Requesting Party shall supplement its Request in Exhibit C with a copy of any Agreement entered into with the third party subject to the execution of this Agreement. The Requesting Party may not transfer bulk Data or Compiled Information to any third party who has not signed a User Agreement with the Division. The Requesting Party may not charge the third party any more than the amount for time and material set forth in Exhibit C.
7. **Reporting Requirement.** Within thirty (30) days after the Requesting Party has received the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, attached hereto as Exhibit E (Form TCM-AR9(F)-3).
8. **Disclosure Requirements.** The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

The data or information provided is based on information obtained from Indiana Courts on 2/4/08 (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information.

The user should verify the information by personally consulting the official record maintained by the court in question.

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.
 - A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
 - B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.
 - C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.
10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement is provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**
11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:
 - A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use by the Requesting Party or any of its subscribers, authors, clients or other third parties of the Court Records or Data.
 - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party or any of its subscribers, customers, clients or third parties.

13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. **Termination and Renewal.**

A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. **Renewal.** This agreement expires on January 31, 2008, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after January 1, 2009. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at www.in.gov/judiciary/admin/forms/admin/index.html.

C. **Termination for Cause.** The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party or any third party to whom the Requesting Party has transferred bulk Data or Compiled Information and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.

D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

- F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. **Attachments.** This Agreement incorporates by way of attachment the following:

- A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as Exhibit A;
- B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B;
- C. The original Request provided to the Division from the Requesting Party as Exhibit C; and
- D. The approval letter provided to the Requesting Party from the Division as Exhibit D.
- E. The Distribution Receipt Forms (Form TCM-AR9(F)-3).

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 4 day of FEBRUARY, 2008

Requesting Party

By: 

Printed: AMY JOHNSON

Title: APPELLATIONS SPECIALIST

Date: 2/4/08

Division

By: 

Lilia Judson

Executive Director, Indiana Supreme Court
Division of State Court Administration

Date: 4/2/08

WEB SITE HOSTING AGREEMENT

THIS AGREEMENT ("Agreement") is entered between National Association of System Administrators, Corp ("Host"), with its principal place of business located at 3305 South Route 31, Crystal Lake, Illinois, 60012 and Noble County ("User"), with its principal place of business located at 101 North Orange St., Albion, IN, 46701 and shall be effective as of as agreed upon when executed by both parties.

RECITALS

WHEREAS, Host is engaged in the business of providing Internet web site hosting and related services;

WHEREAS, User desires to retain Host to perform the services provided for in this agreement.

NOW, THEREFORE, Host and User agree as follows:

1. Scope of Services

Host will provide the services set forth in Exhibit A (the "Services").

2. Price and Payment

User will pay Host for Hosting Services according to the terms set forth in Exhibit A. User will pay (a) hosting fees in advance, (b) fees for other goods or services as invoiced, as set forth in the attachments to this agreement. Host may change the prices charged for the services upon forty-five (45) days written notice to User, but such increases shall not exceed ten percent (10%) of the rate currently being charged at that time.

3. Term and Termination

- A. Hosting Services will commence on the Effective Date of this Agreement and will extend for a one year period and will automatically renew from year to year thereafter, unless earlier terminated as provided herein. User may terminate this Agreement without cause upon a thirty (30) days written notice to Host. Host may terminate this Agreement without cause upon a sixty (60) days written notice to User.
- B. Either party may terminate this Agreement in the event of the other party's breach of any material term, covenant, or condition of the Agreement and subsequent failure to cure said breach within ten (10) calendar days after written notice by the non-defaulting party of said breach ("Default Notice"); provided, however, that the nature of the breach is such that it cannot reasonably be cured within such ten (10) day period, then if the defaulting party commences such cure in good faith within ten (10) days after the

delivery of the Default Notice, and gives written notice to the non-defaulting party of the action being taken to effect such cure, then this Agreement shall not be terminated because of such breach unless the defaulting party thereafter fails to pursue such cure diligently and in good faith to completion within a reasonable period of time, but in no event more than thirty (30) days after giving the Default Notice. If the defaulting party fails to so cure such breach, the non-defaulting party shall have the right to terminate this Agreement by sending written notice given in accordance with the notice provision in this contract of final termination ("Final Notice") to the defaulting party, which termination shall be effective ten (10) days after the giving of the Final Notice.

- C. If User's account is suspended due to lack of payment, User will pay the then current reinstatement fee, in addition to all other charges then due and payable, prior to restoration of the Services.

4. Customer Service

Host will provide to User reasonable amounts of consultation 24x7x365 via telephone and/or electronic mail in the use of the system, but will not assist with any services that are not maintained or controlled by Host.

5. User's Warranties and Obligations

- A. User is responsible for providing all equipment and/or software necessary to access the hardware and systems provided by Host. User agrees to adhere to Host's Acceptable Use Policy, a copy of which is attached hereto and marked as "Exhibit B" and is available online. The Acceptable Use Policy may be modified from time to time in Host's sole discretion. User's continued use of the Services after the effective date of such modified Acceptable Use Policy will constitute User's acceptance of the modified terms. Failure by User to adhere to the Acceptable Use Policy or any modifications thereto will constitute a material breach of this agreement.
- B. User hereby warrants to Host, and agrees that during the term of this Agreement it will ensure that (a) User is the owner or valid licensee of all data and/or content it will upload in conjunction with the Services (the "Content"), and that User has secured all necessary licenses, consents, permissions, waivers and releases for the use of the Content and each element thereof, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by Host to pay any fees, residuals, guild payments or other compensation of any kind to any person; (b) User's use, publication and display of the Content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any

person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated; (c) User will comply with all applicable laws, rules and regulations regarding the Content and will use the services only for lawful purposes; (d) User has used its best efforts to ensure that the Content is and will at all times remain free of all computer viruses, worms, Trojan horses and other type of malicious code.

- C. User will cooperate fully with Host in connection with Host's performance of the Services. User will immediately notify Host of any change in User's mailing address, telephone, e-mail or other contact information.

6. **Ownership of Intellectual Property**

- A. User hereby grants to Host a non-exclusive, royalty-free, worldwide right and license during the term of this Agreement to do the following to the extent necessary in the performance of Services: (a) digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink the Content; and (b) make archival or back-up copies of the Content. Except for the rights expressly granted herein, Host does not acquire any right, title or interest in or to the Content, all of which will remain solely with User.
- B. Any feedback, data, answers, questions, comments, suggestions, ideas or the like that User sends to Host relating to the Services will be treated as being non-confidential and non-proprietary. Host may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any lawful purpose.
- C. Host's trademarks, trade names, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of Host. User will not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of Host. Host will maintain and control ownership of all Internet protocol numbers and addresses that may be assigned by Host to User. Host may, in its sole discretion, change or remove any and all such Internet protocol numbers and addresses.
- D. Host hereby grants to User a non-exclusive, non-transferable, royalty-free license, for the term of this Agreement, to use the provided technology solely for the purpose of accessing and using the Services. User may not use the provided technology for any purpose other than accessing and using the Services. Except for the rights expressly granted herein, this Agreement does not transfer from Host to User any right, title or interest in and to the provided technology, and all right, title and interest thereto will remain

solely with Host. User will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the provided technology.

7. Warranty and Disclaimer

Host warrants the Services will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. User must report any material deficiencies in the Services to Host in writing within ninety (90) days of User's discovery of the deficiency. User's exclusive remedy for the breach of the above warranty will be the re-performance of the defective services within a commercially reasonable time, or any service credit set forth in any attachments to this agreement. **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. HOST EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.**

8. Limitation of Liability

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the Hosting Services, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.

9. Indemnification of Host

User will indemnify and hold Host harmless against any claims incurred by Host arising out of or in conjunction with User's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Host's total liability under this Agreement with respect to the Services, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by User to Host during the six (6) month period prior to the date the claim arises.

10. Confidential Information

- A. All information relating to User that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Host and will not be disclosed or used by Host except to the extent that such disclosure or use is reasonably necessary to the performance of the Services.
- B. All information relating to Host that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by User and will not be disclosed or used by User except to the extent that

such disclosure or use is reasonably necessary to the performance of User's duties and obligations under this Agreement.

- C. These obligations of confidentiality will extend for a period of one year after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

11. Relation of Parties

The performance by Host of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Host and User, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

12. Employee Solicitation/Hiring

During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party within six (6) months immediately prior to the alleged violation.

13. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

14. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Illinois. Such arbitration shall take place at the location of the AAA nearest to Crystal Lake, Illinois, and shall be conducted by three arbitrators, in accordance with the rules of the AAA. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

15. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

16. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

17. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

18. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

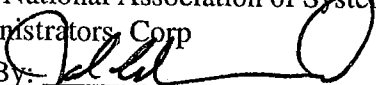
19. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Effective Date: 10-23-06

Host: National Association of System
Administrators, Corp

By: 
Title: Chief Executive Officer

User: Noble County

By: 
Title: Pres. Co. Commissioners

EXHIBIT A: SERVICES AGREEMENT

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8.0	Hosting Option

PREAMBLE

This Services Agreement accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Services Agreement are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Services Agreement.

1.0 Project Background

CASEView is a web based interface application that can be used to view data on your protected intranet using controlled security or may be published to an Internet site for viewing of non-confidential data. This easy-to-use interface allows Judges, Prosecutors, Probation Officers, Law Enforcement Agencies, Attorneys and Public Defender personnel, as well as the general public, the ease of a perceptive web interface to the Case Histories and Indexes.

"Hosting of the data" is a reference of how the data gets from the live case management system and then is displayed into the web application using a copy of non-confidential data and also where that data is to be stored.

2.0 Scope

Hosting of the data may be accomplished two ways. The site may host and service the data and data server or NASA may host the data at their web farm in Crystal Lake.

- 1) For a site to host the data – NASA will set up the front search page, scripts and all scheduled tasks to transfer the data, but the site is responsible for the verification, data integrity and validity of the system.
- 2) For NASA to host – NASA will set up the front search page, scripts and all schedule tasks to transfer the data, and also be responsible for the verification, data integrity and validity of the system. NASA currently commits to eighty-five (85%) percent system availability.
 - a) Downtime: For purposes of this Agreement, downtime is one period where access to your website is unavailable because of problems with hardware or system software. Downtime does not include (i) problems caused by factors outside of our reasonable control, (ii) problems resulting from any actions or

inactions by you or any third party, (iii) problems resulting from your equipment and/or third party equipment not within our sole control, or (iv) network unavailability during scheduled maintenance of our network and/or web servers. Any regularly scheduled maintenance will be performed during the hours of midnight and 5am.

3.0 Key Tasks and Milestones

- 1.1 Upon contract signing, we will obtain any graphics, pictures and information for the "front search page" of the website. This is where the site specific information is collected.
- 1.2 We will then schedule an initial load of data for testing purposes
- 1.3 The programming staff will develop the main front search page and set up "site" specific data tables in the CASEView system
- 1.4 We will setup scripts and scheduling tasks on the designated servers and test their functionality
- 1.5 Schedule testing phase
- 1.6 Schedule live date

4.0 Project Deliverables

- 1.7 Test website with data and instructions on use
- 1.8 Live website with data and instructions on use

5.0 Time and Cost Estimates

- 1.9 Web hosting fee; invoiced annually – \$6,000 annually
- 1.10 One time charges; invoiced as incurred
 - 1.10.1 Front page/site specific development charge - \$1,000
 - 1.10.2 Site installation/implementation – billed on a daily rate of \$750 a day plus travel related expenses if onsite is required

6.0 Payment

Payment is due fifteen (15) days after date of invoice. User may not withhold any amounts due hereunder and Host reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

7.0 Expenses

Prices quoted for Services do not include and User will reimburse Host for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by User before commencing.

8.0 Hosting Option

Choose One Option and Initial:

Option (1) For a Site to Host _____

Option (2) For NASA to Host J.H.S.

9

Host: National Association of System
Administrators, Corp

By: 

Title: Chief Executive Officer

User: Noble County

By: 

Title: Pres Co. Commissioner

EXHIBIT B: WEB HOSTING ACCEPTABLE USE POLICY

This Acceptable Use Policy sets forth guidelines relating to the types of content that you may upload to the web servers under your agreement with National Association of System Administrators, Corp for web hosting services (the "Services"). National Association of System Administrators, Corp may remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this Acceptable Use Policy. National Association of System Administrators, Corp will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of the Services. Your violation of this Acceptable Use Policy may result in the suspension or termination of either your access to the Services and/or your account or other actions as detailed in the Web Hosting Agreement.

1. Acceptable Use

The following constitute violations of this Acceptable Use Policy:

A. Using the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sex, or extreme violence.

B. Using the Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.

C. Using the Services to harm, or attempt to harm, minors in any way.

D. Using the Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.

E. Using the Services to make fraudulent misrepresentations or offers including but not limited to offers relating to "pyramid schemes" and "Ponzi schemes."

F. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of National Association of System Administrators, Corp or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

G. Using the Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

H. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

I. Reselling the Services without the prior written authorization of National Association of System Administrators, Corp.

J. Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes but is not limited to "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

2. Reporting of Violations of This Acceptable Use Policy

National Association of System Administrators, Corp requests that anyone who believes that there has been a violation of this Acceptable Use Policy to immediately send an email detailing such violation to your NASA Sales Representative.

3. Revisions to This Acceptable Use Policy

National Association of System Administrators, Corp may revise, amend or modify this Acceptable Use Policy at any time and in any manner.

RECEIVED

SEP 1 1997

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

CUSTOM SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on December 02, 2005, between National Association of System Administrators, Corp ("Provider"), with its principal place of business located at 3305 South Route 31, Crystal Lake, Illinois, 60012 and Hendricks County Data Processing ("Client"), with its principal place of business located at 355 South Washington Street, #205, Danville, Indiana, 46122 and shall be effective as of January 01, 2006 (the "Effective Date").

RECITALS

WHEREAS, Provider is engaged in the business of computer application development, including technical consulting services, custom software development and maintenance,

WHEREAS, Provider has created and implemented for Client a support structure fully capable of supporting Gavel products (during the implementation of NASA-CMS) (the "Software").

WHEREAS, Client will from time to time require maintenance and support regarding the use of the Software.

NOW THEREFORE, Provider and Client agree as follows:

1. Scope of Service

Provider agrees to perform, and Client agrees to accept the maintenance and support services referred to in Exhibit A (Statement of Work) with respect to the Software.

2. Price and Payment Terms

Client will pay Provider for Provider's Work on the terms and conditions set forth in Exhibit A (Statement of Work).

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend for a period of one (1) year and will automatically renew from year to year thereafter, unless earlier terminated as provided herein. Either party may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Provider for all of Provider's Work performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. Ownership of Intellectual Property

To the extent that Provider has received payment of compensation as provided in this Agreement, Provider's Work will be deemed a "commissioned work" and "work made for hire" to the greatest extent permitted by law and Client will be the sole owner of Provider's Work. To the extent that Provider's Work is not properly characterized as "work made for hire," Provider hereby irrevocably assigns to Client all right, title and interest in and to Provider's Work (including but not limited to the copyright therein), and any and all ideas and information embodied therein, in perpetuity and throughout the world. Client hereby grants to Provider a non-exclusive license in Provider's Work for the sole purpose of allowing Provider to perform its obligations under this Agreement and for no other purpose.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of three (3) years after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Obligations of Provider

A. Provider will promptly notify Client of any material defects, malfunctions or limitations in the Software support or related documentation that it learns from any source.

B. Provider will, from time to time, supply Client with copies of the customized Software and relevant documentation revised to reflect significant updates and enhancements to the software; Gavel (excluding Source Code), if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation. Provider will supply copies of any of these updates and/or enhancements without additional charge. Provider will give reasonable assistance to Client in installing and operating any new

release or enhancement, provided, however, that if such assistance is to be provided at Client's facility, such services will be charged at Provider's then current consulting rate.

C. Within a reasonable time after being given written notice thereof, Provider will correct inherent material errors in the Software, except for Source Code, that are not caused by Client's misuse, improper use, alteration or damage of the Software.

D. Provider will supply Client with reasonable means of accessing modifications and enhancements to the Software, (excluding Source Code) including diskette, compact disk, or through network download. Provider is not obligated under this Agreement to perform on-site installation of modifications and enhancements.

7. Warranty and Disclaimer

Provider warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in Provider's Work to Provider in writing within ninety (90) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of Provider's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

8. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Provider's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold Provider harmless against any claims incurred by Provider arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Provider's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to Provider during the six (6) month period prior to the date the claim arises.

9. Relation of Parties

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party within six (6) months immediately prior to the alleged violation.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Indiana. The arbitration will be held in Indiana. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider National Association of System
Administrators, Corp

By: 
Title: Chief Executive Officer

Hendricks County Data Processing


By: 
Title: Systems Administrator

EXHIBIT A: STATEMENT OF WORK

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2.0	Scope
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4.0	Price and Payment
5.0	Project Organization and Personnel Requirements
6.0	Supporting Documentation
7.0	Expenses and Taxes

PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0 Project Background

National Association of System Administrators, Corp., will provide software support for the existing GAVEL product during the development, implementation, and conversion of NASA-CMS product.

2.0 Scope

Software support is available 7 days a week, 24 hours a day by calling (800)-724-9692 and opening a case for support, or by opening a WEBConnect case for support.

3.0 Technical Support

Technical support is available to any authorized user of the GAVEL product located at clients' site(s). Support will be primarily telephone support but may require access to client software via modem or VPN, in either case, section 5 of CUSTOM SOFTWARE AND SUPPORT AGREEMENT provides protection of any and all confidential information. If deemed necessary, provider may dispatch a support person to provide on site services.

4.0 Price and Payment

Provider is being contracted on an annual basis to perform the Services and provide the Deliverables according to this Statement of Work. The Gavel Support annual fee is \$80,000.00 and the Web Track Hosting annual fee is \$6,000.00, both billed annually. Provider will maintain daily records of hours and tasks performed, which will be

submitted to Client upon request. All work schedules will be considered reasonably accurate estimates, subject to revision.

4.1 Invoices

Services will be invoiced annually.

4.2 Payment

Payment is due thirty (30) days after date of invoice. Client may not withhold any amounts due hereunder and Provider reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

5.0 Expenses

Prices quoted for Services do not include and Client will reimburse Provider for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Client before commencing with the exception of expenses usual and customary in providing support for GAVEL products.

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NATIONAL ASSOCIATION OF SYSTEM ADMINISTRATORS, INC.



National Association of System Administrators

3305 South Rte 31, Crystal Lake, IL 60012

BULK DATA EXTRACTION AGREEMENT

Name: Doxpop, LLC

Address: 822 East Main Street

City: Richmond

State: IN

Zip: 47374

hereby contracts for and NATIONAL ASSOCIATION OF SYSTEM ADMINISTRATORS, CORP ("NASA"), by its acceptance and execution hereof, agrees to furnish services for performance in the United States of America, in accordance with the terms and conditions of this Agreement.

1. GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a) "Customer" shall represent Doxpop, LLC.
- b) "Confidential Information" means any information, know-how, data, process, technique, design, drawing, program, formula or test data, work in process, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor or business information, whether in oral, written, graphic, or electronic form, without limitation, and/or any document, diagram, drawing, computer program or other communication which is either marked "confidential", known or reasonably believed by the receiving party to be confidential or a reasonable person would consider confidential, or is of a proprietary nature and is learned or disclosed in the course of discussions, studies, or other work undertaken between the parties.
- c) "Protected Information" shall mean information maintained by the local courts in their case tracking systems which members of the general public are denied access to pursuant to Federal and/or State statute or court rules.
- d) "County Client" shall mean a county governmental organization for which NASA provides services in relation to maintaining case tracking database software.
- e) "County Court Data" means trial court case tracking information maintained by County Clients in case tracking database software.
- f) "Court Interface Specification" means the description of the data and programs necessary to transmit County Court Data to Doxpop, as set forth in this Agreement.
- g) "Interface Software" means the computer programs and documentation listed and described within this agreement, as well as any archival copies of such computer programs and documentation printed by this agreement.
- h) "Install" means placing the Software on a computer's hard disk, CD-ROM or other storage device.

- i) "Use" means (i) executing or loading the Software into computer RAM or other primary memory, or (ii) copying the Software for archival or emergency restart processes.
- j) "Service(s)" means software implementation and support provided by NASA under this Agreement.
- k) "Out of Scope" means any service or work provided to the customer not covered under this Agreement.
- l) "Time and Material" means NASA's hourly labor rate of \$125.00, material costs, travel, expenses, meals, and freight that NASA charges for Out of Scope service or work.

1.2 TERM AND TERMINATION

- a) Term and Renewals The term for this Agreement shall commence on the Effective Date set forth on the signature page and shall continue for the initial period as set forth on the signature page.
- b) Termination Notwithstanding any other provisions of the Agreement, this Agreement may be terminated as follows:
 - i. Termination Without Cause This Agreement may be terminated by either party with or without cause upon sixty (60) days prior written notice to the other party. Customer agrees the Termination without Cause on his part would result in the Customer paying NASA the total fees for the remainder of the contract. Customer agrees that Termination without Cause on his part will result in Customer paying NASA any discount that was given to the customer for annual prepayment (prorated for the period the Agreement was in force). If prepayment occurs and Termination without cause on the part of NASA will result in NASA refunding any unused portion of the annual prepayment (prorated for the period the agreement was in force).
 - ii. Termination for Breach Either party may terminate this Agreement in the event of the other party's breach of any material term, covenant, or condition of the Agreement and subsequent failure to cure said breach within ten (10) calendar days after written notice by the non-defaulting party of said breach ("Default Notice"); provided, however, that the nature of the breach is such that it cannot reasonably be cured within such ten (10) day period, then if the defaulting party commences such cure in good faith within ten (10) days after the delivery of the Default Notice, and gives written notice to the non-defaulting party of the action being taken to effect such cure, then this Agreement shall not be terminated because of such breach unless the defaulting party thereafter fails to pursue such cure diligently and in good faith to completion within a reasonable period of time, but in no event more than thirty (30) days after giving the Default Notice. If the defaulting party fails to so cure such breach, the non-defaulting party shall have the right to terminate this Agreement by sending written notice given in accordance with the notice provision in this contract of final termination ("Final Notice") to the defaulting party, which termination shall be effective ten (10) days after the giving of the Final Notice.
 - iii. Upon termination of any contractual agreement between NASA and a County Client, both Doxpop and NASA's obligations to the other under this agreement with respect to such County Client shall terminate. Upon such termination, Doxpop shall be permitted to continue to provide Doxpop Services utilizing previously received County Court Data for such a terminating County Client unless said County Client revokes authorization.

1.3 ORDERS, PRICES, PAYMENT TERMS, TAXES, AND TRANSPORTATION

- a) Customer will order initial set up by submitting a signed Bulk Data Extraction Agreement. Orders are subject to acceptance by NASA - not to be unreasonably withheld.

- b) Customer will order bulk data extraction using the NASA Service Order Form, SOF on a per county basis. Orders are subject to acceptance by NASA – not to be unreasonably withheld.
- c) The pricing for orders will be established on the effective date stated on the signature page of this agreement. Pricing will not increase during the initial term of this Agreement as detailed on the signature page of this agreement; "Initial Term Length". Thereafter, NASA may increase or decrease Service charges upon 90 days prior written notice, but in no event more than (per increases or 3%).
- d) Within seven (7) days of the execution of this Agreement, Doxpop shall pay to NASA the sum of \$10,000.00 as a good faith advance payment for services to be rendered by NASA as set forth herein.
- e) Within sixty-three (63) days of the execution of this Agreement, NASA shall have designed, created and installed an Interface Software Specification for one (1) of NASA's client counties in the State of Indiana, in a format consistent with the Court Interface Specification. No later than seven (7) days after Doxpop receives written notice of such completion, Doxpop shall pay to NASA the additional sum of \$8,000.00.
- f) Upon the final acceptance by Doxpop of the Interface Software, Doxpop shall pay to NASA the additional sum of \$2,000.00. Doxpop shall give such final acceptance as follows: Doxpop shall have fourteen (14) days from the issuance by NASA to Doxpop of its notice that it has completed the Software Interface for the first County Client to evaluate the performance of the Software Interface and to notify NASA, in writing, of any defects or failures of said Interface Software to meet the terms of the Court Interface Specification. Such notice by Doxpop shall provide NASA with detailed specifications as to any perceived defect or failure of the Software Interface. NASA shall have fourteen (14) days after issuance of such a notice of defect or failure by Doxpop to remedy any such defect or failure, and give written notice to Doxpop of same. Thereafter, the parties shall continue to follow the same schedule of review, notice, and repair until such time as all defects and specification failures have been remedied. In any event, failure by NASA to implement an Interface Software at a County Client within ninety-one (91) days after the issuance of its original notice of completion shall constitute a breach by NASA of this Agreement. Failure by Doxpop to give NASA notice of any defect or specification failure within the time set forth in this paragraph shall constitute a waiver of Doxpop's rights under this paragraph to refuse to give its final approval because of such defect or specification failure. Upon the reasonable determination that the Interface Software as implemented is free and meets the terms of the Court Interface Specification, Doxpop shall notify NASA of Doxpop's final approval of the Software Interface in writing.
- g) Following Doxpop's final acceptance of the successful implementation of the Interface Software for the first County Client and during the term of this Agreement, Doxpop shall pay to NASA the sum of \$2,000.00 for each County Client in which NASA has successfully installed the Interface Software provided that such County Client's Court Data has been successfully transmitted to Doxpop. Additionally, Doxpop shall pay to NASA the sum of \$1,000.00 per year beyond the first year for the continued services for each County Client for the duration of the "Initial Term Length" as detailed on the signature page of this agreement.
- h) Invoices for orders and any applicable surcharges will be issued beginning on the Service commencement date specified in an Order. Customer will pay all invoices, in full, within 30 days of the date of invoice, unless otherwise specified within this agreement. All payments shall be made in U.S. dollars. Customer will be charged and agrees to pay to NASA interest at a yearly rate of eighteen percent (18%) on any remaining balance not paid within 45 days from the date of the invoice issue. **All invoice inquiries should be made to the NASA Accounting Department by calling 800-724-9692.**

- i) Service furnished to Customer by NASA which is beyond the scope of the Service Plan selected by Customer or is due to Customer's failure to fulfill its responsibilities under this Agreement will be invoiced to Customer on a time-and-materials basis in accordance with NASA's standard rates.
- j) All quoted prices are exclusive of taxes. Customer agrees to pay any tax, exclusive of any taxes based on NASA's net income, resulting from this Agreement.

1.4 CONFIDENTIALITY

- a) The receiving party will keep all Confidential Information in confidence and will not disclose any item of Confidential Information to any person other than its employees, agents or contractors who need to know the same in the performance of their duties. The receiving party will protect and maintain the confidentiality of all Confidential Information with the same degree of care as it employs to protect its own Confidential Information, but at least with a reasonable degree of care including requiring agents and contractors to sign a non-disclosure agreement. The receiving party will be liable to the disclosing party for any non-compliance by its agents or contractors to the same extent it would be liable for non-compliance by its own employees.
- b) Except as set forth herein and in any separate statement of work, title to all products and materials developed or employed by NASA in the performance of the services here at issue shall be and remain with NASA and remain available for servicing the contract. Customer shall view as NASA's property any idea, data, program, technical, business or other intangible information, however conveyed, and any document, print, tape, disc, tool, or other tangible information conveying or performance-aiding article owned or controlled by NASA.
- c) Confidential Information does not include any data or information which (i) was in the receiving party's lawful possession prior to the submission thereof by the disclosing party, (ii) is later lawfully obtained by the receiving party from a third party under no obligation of secrecy, (iii) is independently developed by the receiving party or (iv) is, or later becomes, available to the public through no act or failure to act by the receiving party.
- d) The provisions of this Section 1.4 shall survive the expiration or termination of this Agreement, as well as the expiration, termination, or discontinuance of any contractual relationship of the parties.
- e) The parties hereto mutually acknowledge and agree that any breach of the provisions of this Section 1.4 will result in immediate and irreparable injury to the non-breaching party, and therefore, and notwithstanding anything to the contrary otherwise set forth in this Agreement, upon any such breach, it is specifically provided and agreed that the non-breaching party shall have recourse to injunctive relief and/or specific performance as well as to any and all other legal or equitable remedies to which the non-breaching party may be entitled hereunder, or at law or equity.

2. BULK DATA EXTRACTION

2.1 LIMITATIONS ON USE

- a) Customer understands that any confidential information that is not listed within the public data and has been inadvertently received will not use or release said confidential information.
- b) Customer agrees that it will use the County Court Data extracted data only specifically authorized by the Indiana Division of State Administration through Indiana Administrative Rule 9.

2.2 LIMITATIONS ON TRANSFER

The extracted bulk data, as defined with in this agreement, shall not be conveyed or transferred in bulk form in contravention of the provisions of Indiana Administrative Rule 9. Any purported sale, assignment or transfer without such consent will be null and void ab initio, and will automatically terminate this agreement.

2.3 USER'S OBLIGATION TO NOTIFY OF INFRINGEMENT

Customer will immediately notify NASA of any infringement or attempted infringement of NASA's rights in the Data Extracted of which it becomes aware. Customer will affirmatively cooperate with NASA in any legal or equitable action that NASA may undertake to protect any of its rights in connection with the data.

2.4 WARRANTY OF TITLE

NASA warrants that it has the authority to provide the extracted data to User as specified herein.

3. DATA EXTRACTION SERVICE

3.1 DATA EXTRACTION Overview

As set forth in this Agreement, NASA shall supply daily, via the Interface Software, public case data in an ASCII, comma delimited (or like) bulk format, for the use as defined by customer. Extracted Bulk Data supplied to customer shall not include any protected information as defined by the Indiana Court Administrative Rule 9. NASA will take reasonable steps to ensure that any and all applicable federal and state laws are being followed in the transfer of County Court Data to Doxpop and the dissemination of said data by Doxpop, specifically including, but not limited to, provisions regarding the dissemination of confidential information.

3.2 OBLIGATIONS OF PROVIDER

- a) NASA will promptly notify customer of any defects in the data that it learns from any source.
- b) Within reasonable time after being given written notice thereof, NASA will correct inherent material errors in the data that are not caused by customer's misuse, improper use, alteration or damage of the data and / or layout.
- c) NASA shall maintain the Interface Software created under this Agreement so that Doxpop is able to obtain County Court Data from participating County Client(s) in a format consistent with the Court Interface Specifications.
- d) NASA is not obligated under this agreement to perform any on-site services.

3.3 CMS SERVICES

Bulk Data Extractions will be performed by NASA and transmitted on a daily upload as defined between NASA and Customer.

3.4 CUSTOMER RESPONSIBILITIES

Customer will:

- a) Identify, document and report each problem with NASA Support and supply NASA with all documentation and assistance necessary to demonstrate and allow NASA to diagnose the problem.

- b) Designate an employee and an alternate who (i) will direct all requests for information and support to NASA, (ii) are familiar with and able to perform diagnostic tests for operation and (iii) will be available during all transmissions.
- c) Customer must have Secure File Transfer Protocol (SFTP) in place in order for NASA to transmit the Bulk Data.
- d) Notify NASA in writing at least thirty (30) days prior to moving or removing any Supported Product or undertaking any reconfiguration of the Hardware. **Send all notices via email to:**
Stephanie_Rojo@nasasupport.com

3.5 PRODUCT ELIGIBILITY

To ensure a safe and secure transfer of our data and to protect NASA's servers, NASA requires that all recipients of our Bulk Data Transfer have an SFTP in place. SFTP is the only acceptable means of file transfer for the application.

Prior to the release of any counties data, NASA will submit a County Authorization Agreement requesting permission from said county to extract and transmit public data. Said county has the right to reject any request. NASA will notify customer, within five (5) business days that said county has rejected the request with any reasons provided to NASA by said county.

3.6 SERVICE LIMITATION

- a) NASA's Service obligations hereunder will not apply to any Supported Product if adjustment, repair, or parts replacement is required because of (i) accident, neglect, misuse, failure of electric power, failure of Customer to provide appropriate environmental conditions, relocation of hardware, or causes other than ordinary use, (ii) repair or alteration, or attempted repair or alteration, of any Supported Product by Customer or others, (iii) failure caused by a product for which NASA is not responsible, (iv) Customer's connection of another machine or device to Hardware which makes Service impractical or which has caused damage to such Hardware, or (v) damage or destruction caused by natural or man-made acts or disasters.

4 MISCELLANEOUS

4.1 FORCE MAJEURE

If either party to this Agreement shall be prevented, hindered or delayed in the performance or observance of any of it's obligations hereunder by reason of war, riot, civil commotion, explosion, fire, government action, epidemic, or other act of God, but specifically excluding labor and union related activities, and such delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the party through use of commercially reasonable sources, work-around plans, or other means, then such party shall be excused from any further performance or observations of the obligation(s) so affected for as long as such circumstances prevail and such party uses it's best efforts to recommend performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance shall immediately notify the other by telephone (to be confirmed in writing within one (1) business day of said party being made aware of such delay) and describe the circumstances causing such delay. Such notice shall include a detailed description if the applicable party's functions or obligations affected by such delay, as well as details of any work-around plans, alternate sources or other means the applicable party is using or shall use to minimize or circumvent the delay in the performance of the applicable party's obligations hereunder. If any of the above enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing, may at its option; terminate this Agreement without liability or penalty as of the date specified by such party in a written notice of termination to the other party.

4.2 ASSIGNMENTS; RIGHT TO SUBCONTRACT

Neither party may assign this Agreement or any of its rights nor obligations without prior written consent from the other party, except that: i) NASA may assign its rights to payment. ii) Customer may assign this agreement to any parent subsidiary or commonly controlled affiliate without NASA's consent. iii) In addition, NASA may use subcontractors to perform Services hereunder.

4.3 ESCALATION

Dispute Resolution In the event that any dispute between Customer and NASA arises out of this Agreement, it shall not result in a delay in the delivery of Services as required under this Agreement. However, any such dispute shall be resolved as required by subsections a) and b) below:

- a) Meet and Confer The parties agree to meet and confer on any issue that is the subject of a dispute under this Agreement ("Meet and Confer"), as a condition precedent to Arbitration under Section b below. The party seeking to initiate the Meet and Confer procedure ("the Initiating Party") shall give written notice to the other party, describing in general terms the nature of the dispute, the Initiating Party's position and a summary of the evidence and arguments supporting its position and identifying one or more individuals with authority to settle the dispute on such party's behalf. The party receiving such notice (the "Responding Party") shall have ten (10) business days in which to respond. The response shall include the Responding Party's position and a summary of the evidence and arguments supporting its position, and identifying one or more individuals with authority to settle the dispute on such party's behalf. (The individuals so designated shall be known as the "Authorized Individuals".) The Authorized Individuals shall meet at a mutually acceptable time and place within thirty (30) days of the Initiating Party's notice and thereafter as often as they deem reasonably necessary to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of the Initiating Party's notice, or the Responding Party will not meet within thirty (30) days, the parties shall submit the dispute to arbitration in accordance with the following procedure and shall give the other party written notice that the matter is being submitted to arbitration. All deadlines specified in this Meet and Confer provision may be extended by mutual agreement.
- b) Arbitration Upon written demand by either party, and after exhaustion of the "Meet and Confer" process set forth above, any and all disputes arising out of or with regard to this Agreement, shall be resolved by arbitration in accordance with the rules then in effect of the American Arbitration Association ("AAA"). Such arbitration shall take place at the location of the AAA nearest to Richmond, Indiana, and shall be conducted by three arbitrators, in accordance with the rules of the AAA. Reasonable attorney's fees and costs of arbitration shall be awarded by the arbitrators to the prevailing party (or shall otherwise be allocated as the arbitrators may determine) as part of any arbitration award at issue. The decision of the arbitrators shall be final and unappealable and may be enforced in any Court having jurisdiction over the parties or their assets.
- c) Notwithstanding anything to the contrary set forth in this Section 3.3, each party shall have the right to seek provisional remedies from a court of competent jurisdiction; further, each party reserves its rights and remedies at law and/or equity in the event of a breach of the "confidentiality" provisions set forth in this Agreement. To the extent that any disputes arising under this Agreement require judicial adjudication, such disputes shall be resolved in a court of competent jurisdiction of the State of Indiana. The parties hereto consent and agree to submit to the personal jurisdiction of the aforesaid courts. The parties consent to the service of any papers, notices or process necessary or proper for any legal action in any manner permitted by the Indiana Court Rules as they exist on the date of the execution of this Agreement or are thereafter amended, including, without limitation, service by registered mail or certified mail, return receipt requested, or, in the event that a party refuses to accept or claim registered or certified mail, then by ordinary mail to its last known address. In the event that a party fails to notify the other party of a change of address, and service by registered or certified mail as aforesaid is not accepted or

claimed, such failure shall be deemed a refusal to accept or claim service of process by registered or certified mail. Each party hereby acknowledges the sufficiency of service as aforesaid and waives any right that it may have to challenge the sufficiency of such service or to challenge in any manner the convenience of the location or the venue of any legal action brought involving this Agreement. Should any party hereto seek judicial enforcement of its rights hereunder, the prevailing party in any such matter shall be entitled to recover reasonable attorneys' fees and costs, including those in appellate proceedings, from the other party hereto.

- d) The provisions of this Section 3.3 shall survive expiration and/or termination of this Agreement.
- e) Attorney's Fees In any dispute arising out of this Agreement, including, but not limited to, action pursuant to this Dispute Resolution provision to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which it may be entitled.

4.4 RELATIONSHIP OF THE PARTIES

The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, or master/servant relationship. Neither party shall act in a manner, which expresses or implies a relationship other than that of independent contractor, or binds the other party.

4.5 EMPLOYEE SOLICITATION/HIRING

During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party within six (6) months immediately prior to the alleged violation.

4.6 NOTICES

Any notice required to be given under this Agreement must be given in writing by certified mail return receipt or overnight delivery with proof of delivery and will be effective on receipt when delivered to the party at the address stated on the first page of this Agreement, or to such other address as such party may designate by written notice in accordance with the provisions of this Section.

If to NASA: National Association of System Administrators, Corp.
3305 South Rte 31
Crystal Lake, IL 60012
Attention: John Blanchard, President

If to Customer: Doxpop, LLC
822 East Main Street
Richmond, IN 47374
Attention: Raymond F. Ontko, President

4.7 ENTIRE AGREEMENT; GOVERNING LAW; MISCELLANEOUS

- a) This agreement is the parties' entire agreement relating to Services provided hereunder. It supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter and prevails over any conflicting or additional terms of any quote, order acknowledgment or similar communications between the parties during the term of this Agreement. No

modification to this Agreement will be binding, unless in writing and signed by a duly authorized representative of each party.

- b) This agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Indiana. To the extent that any disputes arising under this Agreement shall require judicial adjudication, such dispute(s) shall be resolved in a court of competent jurisdiction of the State of Indiana. The parties hereto consent and agree to submit to the personal jurisdiction of the courts of the State of Indiana.

4.8 SURVIVAL; SEVERABILITY

- a) The terms and limitations and exclusions contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performance and termination of this Agreement, including without limitation the confidentiality provisions and the making of any and all payments due hereunder.
- b) In the event that any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any person or circumstance other than those to whom it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.9 LIMITED WARRANTY: LIMITATION OF LIABILITY

- a) NASA warrants that all work performed hereunder will be performed in a workmanlike and professional manner, in accordance with applicable professional standards.
- b) Notwithstanding anything to the contrary set forth in this Agreement, the parties expressly provide and agree, that in the event that any work performed by NASA hereunder is inaccurate, in error, or otherwise not in compliance with the requirements of this Agreement (and same is in no way due to errors by or inaccurate or incomplete information provided by Customer, its employees, agents, representatives, or any third party), then under such circumstance, NASA shall make all reasonable efforts to correct any such inaccuracy or error, at no cost to Customer.
- c) NASA warrants that it has good title or is properly licensed to provide the products and parts and services herein and that the deliverable installation and performance of any part, product or service will not infringe on any 3rd party right to the same.
- d) THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF, AND NASA SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT IN THE EVENT OF PERSONAL INJURY, IN NO EVENT WILL NASA, ITS PRINCIPALS, REPRESENTATIVES, AGENTS AND/OR EMPLOYEES, BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, USE OF INFORMATION. FURTHER, IF IN FACT NASA SHOULD BE FOUND IN ANY WAY TO BE LIABLE TO CUSTOMER, THE PARTIES EXPRESSLY PROVIDE AND AGREE THAT THE TOTAL LIABILITY OF NASA SHALL IN NO EVENT EXCEED THE SUM PAID BY CUSTOMER TO NASA PURSUANT TO AGREEMENT.

4.10 COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Instrument.

4.11 WAIVER

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereto shall not be constituted as a waiver of any other term and condition hereof.

4.12 NO THIRD PARTY BENEFIT

The Bulk Data Extraction Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party.

1. **Indemnification.** NASA agrees to indemnify and hold the Customer, its affiliates, shareholders, subsidiaries, licensees, and agents all of their respective employees, directors, officers and customers (hereinafter collectively referred to as the "Indemnities") harmless from and against any and all claims, actions, suits, investigations, governmental action, liabilities, judgments, demands, losses, damages, costs or expenses, including without limitation, attorney's fees, assessed against or incurred by Indemnities that may have been caused, or alleged to have been caused, directly or indirectly, by any act of omission or commission negligent or otherwise, of NASA or its employees or agents or by the failure of NASA or its employees or agents to comply with terms of this Agreement, including without limitation any claims by customers, vendors, employees, or agents of the Customer or any other appropriately interested and adversely affected party and whether based on contract, tort, strict liability, common law or otherwise. NASA shall also indemnify and hold Customer harmless from and against all claims, liability, loss, damage or expense including legal fees, arising from any actual or claimed infringement of any trademark, patent, copyright, or other intellectual property right with respect to the Work Product and products or their use by Customer. In the event use of the Work Product or products is restricted or interfered with as a result of such infringement, NASA shall, at its cost, procure non-infringing Work Product or products for Customer which are equal substitutes for the Work Product or products in all material respects; or obtain for Customer the right to use the Work Product or products without infringement; or refund to Customer all monies paid by Customer, including any license fees, to date (unless the claim concerns information or ideas provided by Customer and included in the Work Product at Customer's request or Customer's consent).

The parties agree that this indemnification obligation shall survive the termination of this Agreement until any claim, action or cause of action respecting the above is fully and finally barred by the applicable statute of limitation.

Insurance NASA shall maintain, at all times during the effectiveness of this Agreement, insurance coverage as follows:

- a. Worker's compensation insurance complying with the laws of the state in which the work is to be done, including an alternate employer endorsement naming the Customer;
- b. Employer's liability insurance in the amount of at least \$500,000 or the statutory limit whichever is greater;
- c. Commercial general liability insurance with a combined single limit of at least \$1,000,000 per occurrence written on an occurrence basis; and
- d. Professional liability insurance in the amount of \$1,000,000 per occurrence.

NASA shall furnish the Customer satisfactory evidence that such insurance is in force and is carried with companies having a financial rating of at least "A" and a policy holders rating of at least "A" as rated by Best's Key Rating Guide or otherwise approved by the Customer and that it names the Customer as an additional insured and provides primary coverage with respect to the general liability insurance. All such insurance policies shall contain a waiver of subrogation against the Customer. The deductibles under such insurance policies shall not exceed \$250,000.

Effective Date: 12/4/2006

Initial Term Length: ____ 1 Year ____ 2 Year ____ 3 Year ____ 4 Years ☒ 5 Years

\$20,000 one (1) time fee for implementation / establishment of account

**Payable as set forth within this agreement.

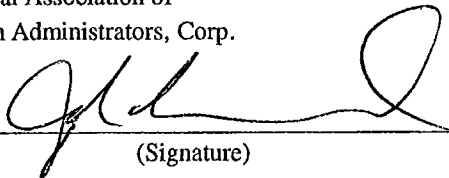
{Annual fee for each authorized county as agreed upon by future acceptances of the Service Order Form}
\$2,000.00 Per County and \$1,000.00 Per County Renewal

CUSTOMER HAS READ THIS AGREEMENT AND AGREES TO BE BOUND THEREBY

Agreed to:

National Association of
System Administrators, Corp.

By


(Signature)

John Blanchard
(Print Name)


CEO
(Title)

12-10-06
(Date)

Accepted by:

Doxpop, LLC

By


(Signature)

RAYMOND R ONTKO
(Print Name)

PRESIDENT
(Title)

DEC 4, 2006
(Date)

**BULK DATA EXTRACTION
SERVICE ORDER FORM**

Customer Name: Doxpop, LLC.
822 East Main Street
Richmond, IN 47374

Effective Date: 12/4/2006

In accordance with Section 1.3 of the Bulk Data Extraction Agreement, Customer hereby elects the following:

Customer agrees to obtain and NASA agrees to provide, Bulk Data Extraction Services in accordance with the terms and conditions of the executed Bulk Data Extraction Agreement.

Requesting County Data Dump

In accordance with Section 3.5 of the Bulk Data Extraction Agreement, Customer hereby submits the following request:

Doxpop, LLC. is requesting NASA Corporation to export court data, as defined in Section 3.1 of the Bulk Data Extraction agreement, from Kosciusko County.

- 1) Upon receipt of the Bulk Data Extraction Service Order Form from Doxpop, LLC., NASA will submit a County Authorization Form detailing the requested services to be provided by NASA to said customer. The county has the right to approve or deny any said request for the extraction of said data to said customer.
- 2) Upon receipt of an executed County Authorization Form, NASA will notify Doxpop, LLC., in writing, the response received from the requested county to customer.
- 3) Data will be scheduled for transfer upon receipt of an executed copy of this Agreement.
- 4) Pricing guarantees: Pricing will remain the same for all like service requests as defined in the Bulk Data Extraction Agreement.

Pricing Per County: *See executed Bulk Data Extraction Agreement #20063445 for pricing and service details.

Agreed to:

**National Association of
System Administrators, Corp.**

By [Signature]
(Signature)

John Blanchard
(Print Name)

CEO
(Title)

Date 12-10-06

Accepted by:

Doxpop, LLC.

By [Signature]
(Signature)

RAYMOND F. ONYKO
(Print Name)

PRESIDENT
(Title)

Date DEC 4, 2006

**BULK DATA EXTRACTION
County Authorization Form**

County: Kosciusko County
121 N. Lake Street
Warsaw, IN 46580

Effective Date: 1-15-07

Requesting County Data Dump

Doxpop, LLC. (REQUESTOR) requests NASA Corporation to provide Bulk Data Extraction Services:

NASA shall supply daily, via the Interface Software, public case data in an ASCII, comma delimited (or like) bulk format, for the use as defined by Doxpop, LLC. Extracted Bulk Data supplied to customer shall not include any protected information as defined by the Indiana Court Administrative Rule 9. NASA will take reasonable steps to ensure that any and all applicable federal and state laws are being followed in the transfer of County Court Data to Doxpop and the dissemination of said data by Doxpop, specifically including, but not limited to, provisions regarding the dissemination of confidential information.

- 1) NASA has received the above request and is requesting County Authorization to provide the requested data to Doxpop, LLC. The county has the right to approve or deny any said request for the extraction of said data to Doxpop, LLC. Should the County not grant authorization, NASA requests, in writing, an explanation as to why the requestor shall not be allowed a data dump of the requested data from the County.
- 2) Upon receipt of the County Authorization Form, NASA requests county approval with in fifteen (15) days.
- 3) Data will be scheduled for transfer upon receipt of an executed copy of this Agreement.
- 4) Pricing guarantees: Doxpop, LLC. shall bear all costs associated with this request.

Agreed to:

**National Association of
System Administrators, Inc.**

By

(Signature)

John Blanchard
(Print Name)

CEO
(Title)

Date

1-15-07

Accepted by:

Kosciusko County

By

(Signature)

BRAD JACKSON

(Print Name)

County Commissioner
(Title)

Date

12/12/2006

**BULK DATA EXTRACTION
SERVICE ORDER FORM**

Customer Name: Doxpop, LLC.
822 East Main Street
Richmond, IN 47374

Effective Date: 3/15/07

In accordance with Section 1.3 of the Bulk Data Extraction Agreement, Customer hereby elects the following:

Customer agrees to obtain and NASA agrees to provide, Bulk Data Extraction Services in accordance with the terms and conditions of the executed Bulk Data Extraction Agreement.

Requesting County Data Dump

In accordance with Section 3.5 of the Bulk Data Extraction Agreement, Customer hereby submits the following request:

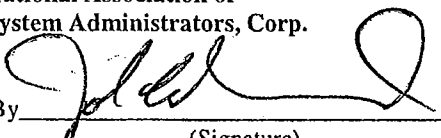
Doxpop, LLC. is requesting NASA Corporation to export court data, as defined in Section 3.1 of the Bulk Data Extraction agreement, from LaPorte County.

- 1) Upon receipt of the Bulk Data Extraction Service Order Form from Doxpop, LLC., NASA will submit a County Authorization Form detailing the requested services to be provided by NASA to said customer. The county has the right to approve or deny any said request for the extraction of said data to said customer.
- 2) Upon receipt of an executed County Authorization Form, NASA will notify Doxpop, LLC., in writing, the response received from the requested county to customer.
- 3) Data will be scheduled for transfer upon receipt of an executed copy of this Agreement.
- 4) Pricing guarantees: Pricing will remain the same for all like service requests as defined in the Bulk Data Extraction Agreement.

Pricing Per County: *See executed Bulk Data Extraction Agreement # 2006344SW for pricing and service details.

Agreed to:

National Association of
System Administrators, Corp.

By 
(Signature)

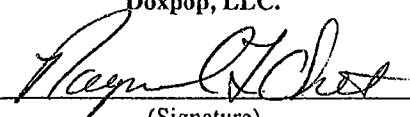
John Blanchard
(Print Name)

CEO
(Title)

Date 5-4-07

Accepted by:

Doxpop, LLC.

By 
(Signature)

RAYMOND F. ONTKO
(Print Name)

PRESIDENT
(Title)

Date 3/15/07

**BULK DATA EXTRACTION
County Authorization Form**

County: LaPorte County
813 Lincolnway, Suite 204
LaPorte, IN 46350

Effective Date:

Requesting County Data Dump

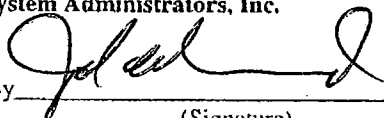
Doxpop, LLC. (REQUESTOR) requests NASA Corporation to provide Bulk Data Extraction Services:

NASA shall supply daily, via the Interface Software, public case data in an ASCII, comma delimited (or like) bulk format, for the use as defined by Doxpop, LLC. Extracted Bulk Data supplied to customer shall not include any protected information as defined by the Indiana Court Administrative Rule 9. NASA will take reasonable steps to ensure that any and all applicable federal and state laws are being followed in the transfer of County Court Data to Doxpop and the dissemination of said data by Doxpop, specifically including, but not limited to, provisions regarding the dissemination of confidential information.

- 1) NASA has received the above request and is requesting County Authorization to provide the requested data to Doxpop, LLC. The county has the right to approve or deny any said request for the extraction of said data to Doxpop, LLC. Should the County not grant authorization, NASA requests, in writing, an explanation as to why the requestor shall not be allowed a data dump of the requested data from the County.
- 2) Upon receipt of the County Authorization Form, NASA requests county approval within fifteen (15) days.
- 3) Data will be scheduled for transfer upon receipt of an executed copy of this Agreement.
- 4) Pricing guarantees: Doxpop, LLC. shall bear all costs associated with this request.

Agreed to:

National Association of
System Administrators, Inc.

By 
(Signature)

John Blanchard
(Print Name)

CEO
(Title)

Date 5-4-07

Accepted by:

LaPorte County

By 
(Signature)

ROBERT J. BEHLER JR.
(Print Name)

CLERK OF THE CIRCUIT COURT
(Title)

Date 4-3-07

BULK DATA EXTRACTION
SERVICE ORDER FORM

Customer Name: Doxpop, LLC.
822 East Main Street
Richmond, IN 47374

Effective Date: 7/18/2007

In accordance with Section 1.3 of the Bulk Data Extraction Agreement, Customer hereby elects the following:

Customer agrees to obtain and NASA agrees to provide, Bulk Data Extraction Services in accordance with the terms and conditions of the executed Bulk Data Extraction Agreement.

Requesting County Data Dump

In accordance with Section 3.5 of the Bulk Data Extraction Agreement, Customer hereby submits the following request:

Doxpop, LLC. is requesting NASA Corporation to export court data, as defined in Section 3.1 of the Bulk Data Extraction agreement, from Ripley County.

- 1) Upon receipt of the Bulk Data Extraction Service Order Form from Doxpop, LLC., NASA will submit a County Authorization Form detailing the requested services to be provided by NASA to said customer. The county has the right to approve or deny any said request for the extraction of said data to said customer.
- 2) Upon receipt of an executed County Authorization Form, NASA will notify Doxpop, LLC., in writing, the response received from the requested county to customer.
- 3) Data will be scheduled for transfer upon receipt of an executed copy of this Agreement.
- 4) Pricing guarantees: Pricing will remain the same for all like service requests as defined in the Bulk Data Extraction Agreement.

Pricing Per County: *See executed Bulk Data Extraction Agreement # 2006344SW for pricing and service details.

Agreed to:
National Association of
System Administrators, Corp.

Accepted by:

Doxpop, LLC.

By _____
(Signature)

By *Raymond P. Chod*
(Signature)

John Blanchard
(Print Name)

Ray Chodko
(Print Name)

CEO
(Title)

PRESIDENT
(Title)

Date _____

Date 7/18/07

**BULK DATA EXTRACTION
County Authorization Form**

County: Ripley County
102 W. First N. St. / PO Box 178
Versailles, IN 47042

Effective Date:

Requesting County Data Dump

Doxpop, LLC. (REQUESTOR) requests NASA Corporation to provide Bulk Data Extraction Services:

NASA shall supply daily, via the Interface Software, public case data in an ASCII, comma delimited (or like) bulk format, for the use as defined by Doxpop, LLC. Extracted Bulk Data supplied to customer shall not include any protected information as defined by the Indiana Court Administrative Rule 9. NASA will take reasonable steps to ensure that any and all applicable federal and state laws are being followed in the transfer of County Court Data to Doxpop and the dissemination of said data by Doxpop, specifically including, but not limited to, provisions regarding the dissemination of confidential information.

- 1) NASA has received the above request and is requesting County Authorization to provide the requested data to Doxpop, LLC. The county has the right to approve or deny any said request for the extraction of said data to Doxpop, LLC. Should the County not grant authorization, NASA requests, in writing, an explanation as to why the requestor shall not be allowed a data dump of the requested data from the County.
- 2) Upon receipt of the County Authorization Form, NASA requests county approval within fifteen (15) days.
- 3) Data will be scheduled for transfer upon receipt of an executed copy of this Agreement.
- 4) Pricing guarantees: Doxpop, LLC. shall bear all costs associated with this request.

Agreed to:

**National Association of
System Administrators, Inc.**

Accepted by:

Ripley County

By _____
(Signature)

By _____
(Signature)

John Blanchard
(Print Name)

(Print Name)

CEO
(Title)

(Title)

Date _____

Date _____